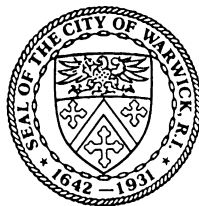


PATRICIA A. PESHKA

PURCHASING AGENT



SCOTT AVEDISIAN

MAYOR

CITY OF WARWICK
PURCHASING DIVISION
3275 POST ROAD
WARWICK, RHODE ISLAND 02886
TEL (401) 738-2000 EXT. 6240
FAX (401) 737-2364

The following notice is to appear on the City of Warwick's website Tuesday, September 20, 2016. The website address is <http://www.warwickri.gov/bids>.

**CITY OF WARWICK
BIDS REQUESTED FOR**

Bid2017-139 Original Equipment Manufacturers' Parts for Various Vehicles

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Tuesday, September 20, 2016.

Sealed bids will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 11:00 A.M., Monday, October 3, 2016. The bids will be opened publicly commencing at 11:00 A.M. on the same day in the Lower Level Conference Room, Warwick City Hall.

Awards shall be made on the basis of the lowest evaluated or responsive bid price. Please note that no bids can be accepted via email or fax.

Individuals requesting interpreter services for the hearing impaired must notify the Purchasing Division at 401-738-2000, extension 6241 at least 48 hours in advance of the bid opening date.

Original Signature on File

Patricia A. Peshka
Purchasing Agent

PLEASE SUBMIT THIS PAGE WITH YOUR BID

Acknowledgement of Addendum (if applicable)

Addendum Number

Signature of Bidder

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY ADDRESS: _____

BIDDER'S SIGNATURE: _____

BIDDER'S NAME (PRINT): _____

TITLE: _____ TEL. NO.: _____

EMAIL ADDRESS: _____*

*Please include your email address. Future bids will be emailed, unless otherwise noted.

=====

II. AWARD AND CONTRACT:

The CITY OF WARWICK, acting as duly authorized through its Purchasing Agent/Finance Director/Mayor (delete if inapplicable), accepts the above bid and hereby enters into a contract with the above party to pay the bid price upon completion of the project or receipt of the goods unless another payment schedule is contained in the specifications. All terms of the specifications, both substantive and procedural, are made terms of this contract.

DATE: _____

Bid2017-139

Purchasing Agent

CERTIFICATION & WARRANT FORM*

**This form must be completed and submitted with sealed bid.
Failure to do so will result in automatic rejection.**

Any and all bids shall contain a certification and warrant that they comply with all relevant and pertinent statutes, laws, ordinances and regulations, in particular, but not limited to Chapter 16- Conflicts of Interest, of the Code of Ordinances of the City of Warwick. Any proven violation of this warranty and representation by a bidder at the time of the bid or during the course of the contract, included, but not limited to negligent acts, either directly or indirectly through agents and/or sub-contractors, shall render the bidder's contract terminated and the bidder shall be required to reimburse the City for any and all costs incurred by the City, including reasonable attorney fees, to prosecute and/or enforce this provision.

Signature

Date

Company Name

Address

Address

***This form cannot be altered in any way**

**CITY OF WARWICK
NOTICE TO BIDDERS**

Bid2017-139 Original Equipment Manufacturers' Parts for Various Vehicles

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If you received this document from our homepage or from a source other than the City of Warwick Purchasing Division, please check with our office prior to submitting your bid to ensure that you have a complete package. The Purchasing Division cannot be responsible to provide addenda if we do not have you on record as a plan holder.

Bids received prior to the time of the opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a bid not properly addressed and identified. No bids shall be accepted via facsimile or email.

The opening of bids shall be in the order established by the posted agenda and the agenda shall continue uninterrupted until completion.

Once an item has been reached and any bids on that item has been opened, no other bids on that item will be accepted and any such bid shall be deemed late.

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap for any position for which the employee or applicant is qualified and that in the event of non-compliance the City may declare the contractor in breach and take any necessary legal recourse including termination or cancellation of the contract.

A bidder filing a bid thereby certifies that no officer, agent, or employee of the City has a pecuniary interest in the bid or has participated in contract negotiations on the part of the City, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same call for bids, and that the bidder is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or firm.

All bids should be submitted with one (1) original and two (2) copies in a sealed envelope, which should read: *YOUR COMPANY NAME* plainly marked on the exterior of the envelope as well as "Bid2017-139 Original Equipment Manufacturers' Parts for Various Vehicles."

Should you have any questions, please contact Brian Steinkamp, Automotive, DPW, 925 Sandy Lane, Warwick, RI at 401-738-2000, extension 6506 and/or John Benoit, Warwick Police Department, 99 Veterans Memorial Dr., Warwick, RI at 401-468-4362.

All bids should be written in ink or typed. If there is a correction with whiteout, the bidder must initial the change.

Any deviation from the specifications must be noted in writing and attached as part of the bid proposal. The bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

The contract period shall be firm from November 18, 2016 through November 17, 2017 with options to renew, at the City's discretion, for four (4) additional years in one (1) year increments.

When a bid is awarded to a corporation, limited liability company or other legal entity, prior to commencing work under the awarded bid, that corporation, company or legal entity may be required to provide to the Purchasing Agent a Certificate of Good Standing from **The Rhode Island Secretary of State** dated no more than thirty (30) days prior to the date upon which the bid award was made. **Please note that no other State's Certificate of Good Standing will be accepted.**

Certificates may be mailed to City of Warwick, Purchasing Division, 3275 Post Rd., Warwick, RI 02886 or emailed to bids@warwickri.com. Please reference the bid number in your response.

The successful bidder will provide said Certificate of Insurance and the State of Rhode Island's Certificate of Good Standing within ten (10) calendar days after notification of award or the City reserves the right to rescind said award.

The IRS Form W-9 attached should be completed and submitted with the bid if the bidder falls under IRS requirements to file this form.

The successful bidder must comply with all Rhode Island Labor Laws, Chapter 37-12-13, and all other applicable Local, State and Federal Laws.

The contractor shall keep himself informed of and comply with all laws, ordinances and regulations of the federal, state and municipal governments which may apply and be in force during the life of the contract, in any manner which may affect himself/employees or the conduct of the work or the materials used or employed in the work. Before submitting bids, prospective bidders shall examine the terms, covenants and conditions of all codes, permits and laws, which may apply. By submitting a bid, the bidder agrees to comply with all pertinent laws/regulations if awarded a contract.

The City is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph I, as amended.

The contractor must carry sufficient liability insurance and agree to indemnify the city against all claims of any nature, which might arise as a result of his operations or conduct of work.

The Purchasing Agent reserves the right to reject any and all bids, to waive any minor deviations or informalities in the bids received, and to accept the bid deemed most favorable to the interest of the City.

The City reserves the right to terminate the contract or any part of the contract in the best interests of the City, upon 30-day notice to the contractor. The City shall incur no liability for materials or services not yet ordered if it terminates in the best interests of the City. If the City terminates in the interests of the City after an order for materials or services have been placed, the contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

No extra charges for delivery, handling or other services will be honored. All claims for damage in transit shall be the responsibility of the successful bidder. Deliveries must be made during normal working hours unless otherwise agreed upon.

All costs directly or indirectly related to the preparation of a response to this solicitation, or any presentation or communication to supplement and/or clarify any response to this solicitation which may be required or requested by the City of Warwick shall be the sole responsibility of and shall be borne by the respondent.

If the respondent is awarded a contract in accordance with this solicitation and the respondents bid or response and if the respondent fails or refuses to satisfy fully all of the respondents obligations thereunder, the City of Warwick shall be entitled to recover from the respondent any losses, damages or costs incurred by the City as a result of such failure or refusal.

The City reserves the right to award in part or full and to increase or decrease quantities in the best interest of the City.

Any quantity reference in the bid specifications are estimates only, and do not represent a commitment on the part of the City of Warwick to any level of billing activity. It is understood and agreed that the agreement shall cover the actual quantities ordered during the contract period.

The City reserves the right to rescind award for non-compliance to bid specifications.

The successful bidder must adhere to all City, State and Federal Laws, where applicable.

**CITY OF WARWICK
AUTOMOTIVE DIVISION
SPECIFICATIONS FOR ORIGINAL EQUIPMENT
MANUFACTURER'S PARTS BID**

Compliance
(Yes/No)

GENERAL

This bid shall be the basis for establishing a blanket purchase order contract to cover stock requirements for the Original Equipment Manufacturer (O.E.M.) parts for Peterbilt, Sterling Trucks, Mack Trucks, Freightliner, Ford trucks, Labrie, Heil, Elgin, Caterpillar, JCB, American LaFrance, New Holland, Chevrolet, Condor, Detroit Allison, John Deere, Cummings, Magnum Force Horizontal Grinder during the period and renewal options specified. The Successful bidder shall furnish all automotive parts for passenger, fire, light trucks, heavy trucks, and any other related vehicle as required by the City of Warwick. Only O.E.M. parts/items will be furnished. Any substitution of material will require prior approval by the City of Warwick.

CONTRACT PERIOD

The contract period shall be firm from November 18, 2016 through November 17, 2017 with options to renew, at the City's discretion, for four (4) additional years in one (1) year increments. Written notice of intent to renew shall not be required. Issuance of a purchase order shall constitute exercise of the renewal option.

QUALIFICATION

Bidders shall be dealers for the brand of parts offered. Minimum stock levels for O.E.M. parts shall have a value of not less than \$400,000.00.

SCOPE AND SPECIFICATIONS

Be responsible for filling orders from their stock, from other local dealers, or from the factory depots when otherwise unavailable.

Locally available parts should be delivered to the Automotive Division or Police Garage within one (1) hour.

In no event shall this period be in excess of two (2) working hours without the authorization of the Automotive Division or the Police Garage.

If available, each submittal shall include a price book from parts manufacturer. If price book is not available from manufacturer, the CD (compact disc) is acceptable. Please submit a complete set for each copy of the bid submitted.

A return program shall be offered with minimum requirements as follows:

1. Parts and accessories may be returned for full credit within thirty (30) business days of delivery with the understanding that the condition of the parts will be the same as when they were delivered.
2. Returns for obsolescence will be earned at the rate of five per cent (5%) of sales (by receiving location) and may be returned at the user agency's option. Return parts will include the date of purchase and the dollar value of the return. Prices shall be based on freight allowed, F.O.B. receiving station.

Compliance
(Yes/No)

BACKORDERS

Backorders shall be listed on a separate invoice and clearly marked as a backorder. The estimated time of receipt by the agency shall be noted on the invoice.

QUANTITY

The stated quantities are expressly agreed to be and "estimated annual usage" only, and nothing herein shall bind the City of Warwick to purchase any specified amount of parts. It is also further understood that the City of Warwick shall not be obligated to purchase or pay for any parts unless and until ordered and received by the City of Warwick.

SUBMITTALS

The bidder shall submit the following with this bid:

Price Offer: Use this form to show the discount offered and attach a current price list. The best discount will be determined by a comparison of the discount offered as compared to the price list supplied.

RETURN POLICY

Certificate of dealership, the dollar value of the O.E.M. parts inventory at your site (s), delivery record, and any other data, which documents the character and solvency of your firm.

Alternate bids are accepted. The City reserves the right to consider and make award if such alternative offers are in the best interest of the City.

MANUALS

Three (3) copies of the manufacturers' published parts price book shall be supplied for each completed copy provided.

Compliance
(Yes/No)

PRICE ESCALATION/ DE-ESCALATION

Prices are subject to change based on the submission of a revised manufacturer's published parts price book. These must be submitted to the Brian Steinkamp, Automotive Division, Brian Steinkamp, 401-738-2000, x6506, and/or John Benoit, Automotive, Warwick Police Department, 401-468-4362, of any price changes. ***PRICES SHALL BE DELIVERED PRICES AND ARE NOT SUBJECT TO SHIPPING/FREIGHT CHARGES OR SURCHARGES, in addition to the percentage noted above except on a case by case agreement between the ordering agency and the vendor, when special delivery requirements necessitate such an agreement.***

CANCELLATION

The City may cancel the contract with the vendor at any time by giving thirty (30) days written notice. The contract may be cancelled without notice for vendor non-performance. Cancellation shall not release the vendor from legal remedies available to the City.

The Contractor may not cancel the award during the initial contract term. But may, upon sixty (60) days written notice to the City, cancel the contract during subsequent terms.

AWARD

The award will be made to the lowest responsible bidder who offers the highest discount from the Distributor Retail Price for a particular brand of parts. Awards shall be given only to dealers supplying genuine Ford, Peterbilt, Sterling, Heil, C.B.I. and Freightliner, etc. parts. The City reserves the right to award by item, groups of items, or total bid; to reject any and all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the best interest of the City.

CITY OF WARWICK

BID AND CONTRACT FORM

TITLE OF SPECIFICATION: Bid2017-139 Original Equipment Manufacturers' Parts
for Various Vehicles

I. BID:

WHEREAS, the CITY OF WARWICK has duly asked for bids for performance of services and/or supply of goods in accordance with the above-indicated specifications.

The person or entity below does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the bid price below;

This offer shall remain open and irrevocable until the CITY OF WARWICK has accepted this bid or another bid on the specifications or abandoned the project.

The bidder agrees that acceptance below by the CITY OF WARWICK shall transform the bid into a contract. This bid and contract shall be secured by Bonds, if required by the specifications.

Pricing as Follows

**Bid2017-139 Original Equipment Manufacturers' Parts
for Various Vehicles**

Item #	Description	Minus (-) %
1	Ford - Dealer Retail Price	
2	Peterbilt - Dealer Retail Price	
3	Sterling Trucks - Dealer Retail Price	
4	Freightliner - Dealer Retail Price	
5	Elgin Sweeper Parts - Dealer Retail Price	
6	Heil Parts - Dealer Retail Price	
7	Magnum Force Horizontal Grinder - Dealer Retail Price	
8	Caterpillar Parts - Dealer Retail Price	
9	American LaFrance Parts - Dealer Retail Price	
10	Ford Tractor Parts - Dealer Retail Price	
11	JCB Heavy Equipment Parts - Dealer Retail Price	
12	New Holland Parts - Dealer Retail Price	
13	Mack Truck Parts – Dealer Retail Price	
14	LaBrie Parts - Dealer Retail Price	
15	Chevrolet parts - Dealer Retail Price	
16	Ford F-750 and heavy duty truck - Dealer Retail Price	
17	Condor – Dealer Retail Price	
18	Detroit Allison - Dealer Retail Price	
19	John Deere - Dealer Retail Price	
20	Cummings – Dealer Retail Price	
21	International – Dealer Retail Price	